

TO BE EXECUTED

THIS AGREEMENT made this _____ day of _____ Two Thousand _____

BETWEEN

(1) BKS INFRAPROJECTS LLP (PAN AALFB7258E) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 1, Sarojini Naidu Sarani, Kolkata - 700017;

(2) BANGABHUMI REAL ESTATE PRIVATE LIMITED (PAN AADCB6698R) a Company incorporated under the Companies Act, 1956 having its Registered Office at Rawdon Enclave, 1st Floor, 10A, Rawdon Street, Kolkata 700017; and

(3) GREENTOWN RETAILS PRIVATE LIMITED (PAN AADCG9185A) a Company incorporated under the Companies Act, 1956 having its Registered Office at Rawdon Enclave, 1st Floor, 10A, Rawdon Street, Kolkata 700017; and

(4) KAMALDHAN RESIDENCY PRIVATE LIMITED (PAN AAECK6008P) a Company incorporated under the Companies Act, 1956 having its Registered Office at Shubham, 7th Floor, Room-707, 1, Sarojini Naidu Sarani, Kolkata 700017; and

- (5) **PANCHSHREE PROPERTIES PRIVATE LIMITED** (PAN AAGCP3745G) a Company incorporated under the Companies Act, 1956 having its Registered Office at Shubham, 7th Floor, Room-707, 1, Sarojini Naidu Sarani, Kolkata 700017; and
- (6) **MADHUDHAN DEVELOPERS PRIVATE LIMITED** (PAN AAHCM6446N) a Company incorporated under the Companies Act, 1956 having its Registered Office at Shubham, 7th Floor, Room-707, 1, Sarojini Naidu Sarani, Kolkata 700017; and
- (7) **SUBHRASHI HOUSING PRIVATE LIMITED** (PAN AAQCS8241L) a Company incorporated under the Companies Act, 1956 having its Registered Office at 50 Jawahar Lal Nehru Road, 11th Floor, Kolkata 700 071; and
- (8) **MANGALSHIV PROMOTERS PRIVATE LIMITED** (PAN AAHCM6443K) a Company incorporated under the Companies Act, 1956 having its Registered Office at 50 Jawahar Lal Nehru Road, 11th Floor, Kolkata 700 071; and
- (9) **MANGALVANI PROPERTIES PRIVATE LIMITED** (PAN AAHCM6433H) a Company incorporated under the Companies Act, 1956 having its Registered Office at 50 Jawahar Lal Nehru Road, 11th Floor, Kolkata 700 071; and
- (10) **MANGALRASHI BUILDERS PRIVATE LIMITED** (PAN AAHCM6444Q) a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/1A Hungerford Street, Kolkata 700017; and
- (11) **GANESHVANI INFRAPROJECTS PRIVATE LIMITED** (PAN AAECG5337R) a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/1A Hungerford Street, Kolkata 700017; and
- (12) **SUBHVANI CONSTRUCTIONS PRIVATE LIMITED** (PAN AAQCS8238P) a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/1A Hungerford Street, Kolkata 700017; and
- (13) **GREENTOWER TRACOM PRIVATE LIMITED** (PAN AAECG2182J) a Company incorporated under the Companies Act, 1956 having its Registered Office at 103/20 Foreshore Road, Sibpur, Howrah 711102; and
- (14) **GOLDTOWN MARKETING PRIVATE LIMITED** (PAN AAECG2183K) a Company incorporated under the Companies Act, 1956 having its Registered Office at 45 Shakespeare Sarani, Kolkata 700017; and
- (15) **GREENCITY TRACOM PRIVATE LIMITED** (PAN AADCG9182H) a Company incorporated under the Companies Act, 1956 having its Registered Office at 45 Shakespeare Sarani, Kolkata 700017; and
- (16) **GALAXY MERCHANTS PRIVATE LIMITED** (PAN AADCG6400A) a Company incorporated under the Companies Act, 1956 having its Registered Office at Vrindavan Apartment, Flat No. 2, 55/1 Kabi Bharati Sarani, Kolkata 700029;

- all hereinafter collectively referred to as “the **VENDORS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **ONE PART**

AND

MR. _____, Son of _____ (PAN _____)

MRS. _____, Wife of _____ (PAN _____)

All residing at _____

hereinafter referred to as “the **PURCHASER**” of the **OTHER PART**:

WHEREAS:

A. **DEFINITIONS** : Unless, in this agreement, there be something contrary or repugnant to the subject or context:

(i) PREMISES / SAID PREMISES shall mean the land comprised in and situate at and being the present municipal premises No.130 Rishi Bankim Chandra Road (holding No.184 Rishi Bankim Chandra Road) [formed on amalgamation of (i) the **entirety of the erstwhile premises / holding No.184** Rishi Bankim Chandra Road; (ii) a divided and demarcated **portion of the erstwhile premises / holding No.182** Rishi Bankim Chandra Road; (iii) a divided and demarcated **portion of the erstwhile premises / holding No.181** Rishi Bankim Chandra Road; and (iv) a divided and demarcated **portion of the erstwhile premises / holding No.183** Rishi Bankim Chandra Road; Police Station Dum Dum, Kolkata-700028, within the municipal limits of the South Dum Dum Municipality, in the District of North 24-Parganas, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits shall include the building thereat.

(ii) BUILDING / NEW BUILDING shall mean the new residential building named “**KSHITIJ**” under construction at the said Premises presently consisting of a Ground Floor and 11 Upper Floors, having 3 (three) Wings namely the Wing-A, Wing-B and Wing-C, containing several independent and self contained flats, parking spaces and other constructed areas.

(iii) CO-OWNERS according to the context shall mean the persons who for the time being, own any Unit in the Building or have agreed to purchase the same and have taken possession thereof (including the Vendors for those units and other constructed spaces not alienated by them and/or reserved and/or retained by them for their own exclusive use).

(iv) COMMON AREAS AND INSTALLATIONS shall mean the common areas installations and facilities in and for the premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed by the Vendors for common use and enjoyment of the Co-owners **BUT** shall not include the parking spaces, roofs/terraces at

different floor levels attached to any particular flat or flats as dealt with herein, 50% of the top roof or roofs of the Building/s as dealt with later in these presents, and other open and covered spaces at the Premises and the Building which the Vendors may from time to time express or intend not to be so included in the common areas and installations.

(vi) COMMON EXPENSES shall mean and include all expenses for the maintenance management upkeep and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the co-owners and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be borne paid contributed and shared by the Co-owners.

(vii) COMMON PURPOSES shall mean and include the purposes of managing maintaining and upkeeping the building and the premises and in particular the Common Areas and Installations rendition of common services in common to the co-owners, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

(viii) UNITS shall mean the independent and self-contained flats and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s, if any, attached to the respective flat(s) and also the proportionate undivided share in the land comprised in the premises and in the common areas and installations, attributable thereto.

(ix) PARKING SPACES shall mean covered parking spaces in or portions of the Building at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Vendors at their sole discretion for parking of motor cars.

(x) BUILT-UP AREA according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).

(xi) CHARGEABLE AREA according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises, **it being clarified**

that in case of units having exclusive right to use any Open Private Terraces and/or divided and demarcated portion of the top roof of the building attached thereto, then one-half of the area of such Open Private Terraces / portion of the Top Roof shall be taken into consideration for arriving at the Chargeable Area of such unit.

(xi) PROPORTIONATE OR PROPORTIONATELY according to the subject or context shall mean the proportion in which the Chargeable Area of any Unit may bear to the Chargeable Area of all the Units in the said building **PROVIDED THAT** where it refers to the share of the co-owners in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user thereof).

(xii) SAID UNIT shall mean the **Flat No. _____** on the **_____ floor** of the **Wing-____** of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Vendors as mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written **and wherever the context so permits** shall include the Purchaser's proportionate undivided variable indivisible share in the Common Areas and Installations as also in the land comprised in the said premises attributable to the said Flat **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the Exclusive Right to use the divided and demarcated portion of the top roof of the building if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**

(xiii) SAID SHARE IN THE SAID PREMISES shall mean proportionate undivided indivisible impartible variable share in the land comprised in the said premises attributable to the **Flat No. ____** on the **_____ floor** of the **Wing-____** agreed to be purchased hereunder by the Purchaser.

(xiv) MAINTENANCE COMPANY shall mean any Company incorporated under any provision of the Companies Act, 1956 or an Association or a Syndicate / Committee or a Society or a Firm or any other Entity that may be formed by the Vendors for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Vendors in their absolute discretion.

(xv) MAINTENANCE IN-CHARGE shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Vendors shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Vendors or any one or more of them.

(xvi) DRAFT COMPLEX MANAGEMENT AGREEMENT shall mean the proposed Agreement intended to be entered into between the Vendors on the one hand and the Maintenance Company, upon its formation, on the other hand for maintenance management user and enjoyment of the said Building and the Premises and in particular the common areas and installations, a draft copy whereof is annexed hereto and marked with the letter "X" and duly initialled by the parties hereto for the purpose of identification.

(xvii) DATE OF COMMENCEMENT OF LIABILITY shall mean the date on which the Purchaser takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 4 hereinafter or the date of expiry of the period specified in the notice by the Vendors to the Purchaser to take possession of the said Unit in terms of the said clause 4 irrespective of whether the Purchaser takes actual physical possession of the said Unit or not, whichever be earlier.

(xviii) ARCHITECTS shall mean M/s Maheswari & Associates of 37A Baker Road, Kolkata-700 027 or such other Architects as may be appointed by the Vendors from time to time for the project;

(xix) ADVOCATES shall mean Messrs. Saraogi & Company of No.7B Kiran Shankar Roy Road, 4th Floor, Kolkata appointed by the Vendors for the project;

(xx) PLAN shall mean the plan for construction of the Building for the time being sanctioned by the South Dum Dum Municipality vide Building Permit No. 0376 dated 16/09/2013 and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Vendors.

(xxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

(xxii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

(xxiii) The expression **PURCHASER** shall be deemed to mean and include:

(a) In case the Purchaser be an individual or a group of persons, then his, her or their respective heirs legal representatives executors and administrators;

- (b) In case the Purchaser be a Hindu Undivided Family, then its members / coparceners for the time being and their respective heirs legal representatives executors and administrators;
 - (c) In case the Purchaser be a partnership firm or an LLP, then its partners for the time being and their respective successors heirs legal representatives executors administrators;
 - (d) In case the Purchaser be a Company, then its successors or successors-in-office;
- B. The Vendors are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said Premises described in the **First Schedule** hereunder written. Devolution of title of the Vendors to the said Premises is set out in the **Sixth Schedule** hereunder written.
- C. The Vendors have caused to be sanctioned from the South Dum Dum Municipality the Plan for construction of the Building at the said premises.
- D. The Purchaser being desirous of purchasing the said Unit described in the **SECOND SCHEDULE** hereunder written approached the Vendors and the Vendors have agreed to sell convey and transfer the said Unit described in the **SECOND SCHEDULE** hereunder written to the Purchaser for the consideration and on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. **TITLE & PLANS:** The title of the Vendors to the said Premises has been examined by the Purchaser to his satisfaction and the Purchaser agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.
 - 1.1 The Purchaser has also seen and inspected the Plan sanctioned by the South Dum Dum Municipality relating to the said Building and has fully satisfied himself about the validity and all other aspects thereof and agrees and covenants not to raise any objection with regard thereto.
 - 1.2 The Purchaser also consents and confirms that the Vendors shall be at liberty to have the Plan modified and/or altered from time to time.
 - 1.3 The Purchaser agrees and consents to the fact that in case at any time additional constructions are sanctioned by the concerned authorities, then the Vendors shall be entitled to construct and deal with the same, to which the Purchaser hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants

of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

2. **SALE OF PROPERTY AND CONSIDERATION:** The Vendors have agreed to sell **ALL THAT** the said Unit, being the **Flat No. ____** on the **_____ Floor** of the **Wing-____** of the Building to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible variable share in the land comprised in the said premises morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written attributable and appurtenant to the said Flat **TOGETHER WITH** proportionate undivided indivisible variable share in the Common Areas and Installations morefully and particularly mentioned and described in **PART-I** of the **THIRD SCHEDULE** hereunder written attributable to the said Flat **TOGETHER WITH** the right of parking motor car(s) in the specific parking space(s), if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE AND TOGETHER WITH** the exclusive right to use the Open Private Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE AND TOGETHER WITH** the Exclusive Right to use the divided and demarcated portion of the top roof of the building if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**, and the Purchaser agrees to purchase the same at or for the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereunder written payable in instalments as mentioned in **PART-II** of the withinstated **FIFTH SCHEDULE** and on the terms and conditions herein contained.
 - 2.1 Time for payment of the consideration and all other amounts hereunder by the Purchaser to the Vendors shall be of essence to the contract.
3. **CONSTRUCTION OF THE SAID UNIT AND THE BUILDING:** Subject to Force Majeure and subject to the Purchaser making payment of the consideration and other amounts within the due dates stipulated hereunder and complying with his other obligations herein contained, the Vendors will construct and complete the construction of the said Unit and within the period mentioned in **PART-III** of the **THIRD SCHEDULE** hereunder written and shall install and complete the Common Areas and Installations in the said Building within a reasonable time thereafter. The said Unit will be provided with the fittings fixtures and amenities as specified in **PART-II** of the **THIRD SCHEDULE** hereunder written.
 - 3.1 The Purchaser shall not in any manner cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said Premises (notwithstanding the delivery of possession

of the said Unit to the Purchaser in the meantime and notwithstanding there being temporary inconvenience in the use and enjoyment thereof by the Purchaser) nor shall at any time hereafter do or omit to be done anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Units in the building is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect or default on the part of the Purchaser or because of any act or omission on the part of the Purchaser, the Vendors or any of them are restrained from construction of the Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Vendors may have, the Purchaser shall be liable to compensate and also indemnify the Vendors and each of them for all losses damages costs claims demands actions and proceedings that may be suffered or incurred by the Vendors or any of them.

- 3.2 The Vendors will construct the Building in accordance with the Plan with such sanctionable modifications thereof and/or alterations thereto as be deemed fit and proper by the Vendors and shall erect and install the common areas and installations thereat. The construction including that of the said Unit, shall be of a good standard by using good quality building materials and fixtures as be recommended by the Architect from time to time.
- 3.3 It is expressly agreed and clarified that the Purchaser shall not seek or request the Vendors to make any addition, alteration, modification whatsoever in the said Unit or in the Common Areas and Installations or the external façade nor shall the Purchaser seek change in specifications of construction; and the Vendors shall not be obliged to look into or follow any such request etc. of the Purchaser to which the Purchaser hereby consents.
4. **POSSESSION AND CONVEYANCE:** Upon constructing and completing the said Unit, the Vendors shall give a notice thereof to the Purchaser who shall within 15 days of its service pay the entire balance consideration and all other amounts and deposits payable by the Purchaser to the Vendors under this agreement and fulfil all his other covenants hereunder and complete the purchase and take possession of the said Unit.
- 4.1 It is expressly agreed that the said Unit shall be deemed to be fit for delivery of possession as soon as the same is completed internally with the fittings fixtures and amenities mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written and the entrance ground floor lobby of the concerned wing is completed and at least one lift in the concerned wing of the building is made operative and water drainage sewerage and electricity connections (temporary or permanent) are provided in or for the said Unit, it being clarified that it will not be necessary for the Vendors to complete the Building in all manner and to install and make operative all the Common Areas and Installations before the Vendors giving such notice to the Purchaser, which the Vendors shall be entitled to do within a reasonable time thereafter.

- 4.2 In case upon completion of construction of the said Unit, the area thereof varies then the amounts payable hereunder by the Purchaser to the Vendors towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately. It is expressly agreed that the Certificate of the Architects as regards the area of the said Unit shall be wholly conclusive and final and binding upon the parties hereto.
- 4.3 The Vendors and the Purchaser hereto shall execute the Conveyance in respect of the said Unit hereby agreed to be sold simultaneously with or within a reasonable time after payment of the entire consideration and all other amounts payable hereunder by the Purchaser to the Vendors and delivery of possession of the said Unit by the Vendors to the Purchaser, it being expressly made clear that the Vendors shall not be obliged to deliver possession of the said Unit to the Purchaser unless the Purchaser executes and/or is ready and willing to execute the conveyance simultaneously with such delivery of possession.
- 4.4 The Purchaser's liabilities and obligations towards payment of Common Expenses, rates and taxes and other outgoings payable in respect of the said Unit as well as all or any consequence of default, non-performance or delay in performance of all or any of the obligations and covenants as contemplated under the Heading "**Management Maintenance and Common Enjoyment**" hereunder shall be deemed to have commenced on and from the Date of Commencement of Liability irrespective of when the Purchaser takes actual physical possession of the said Unit and with effect from the Date of Commencement of Liability, it shall be deemed that the Vendors have complied with all their obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled thereafter to raise any dispute against or claim any amount from the Vendors on any account whatsoever.
- 4.5 The conveyance and other documents of transfer to be executed in pursuance hereof shall be in such form and shall contain such covenants exceptions restrictions etc., as be drawn by the Advocates and the Purchaser shall execute the same without raising any objection.
- 4.6 Without prejudice to the generality of the foregoing it is expressly agreed that as regards the construction of the said Unit, in case any purported defect in the construction of the said Unit or in the materials used therein is noticed by the Purchaser within 1 (one) year from the Date of Commencement of Liability, the Purchaser shall immediately bring the same to the notice of the Vendors and unless the purported defect has arisen due to any act or omission on the part of the Purchaser or his agents, the Vendors shall wherever possible,

rectify the purported defect without charge to the Purchaser or the Vendors shall pay a reasonable compensation for such defect or change, if the same cannot be easily rectified.

4.6.1 Notwithstanding anything to the contrary contained in clause 4.6 immediately preceding, it is expressly agreed and understood that in case the Purchaser, without first notifying the Vendors and without giving to the Vendors the opportunity to inspect assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then the Vendors shall be relieved of their obligations contained in clause 4.6 immediately preceding.

5. **RESTRICTIONS ON ALIENATION:** Before taking actual physical possession of the said Unit in terms of clause 4 hereinabove and execution and registration of the Sale Deed to be executed in pursuance hereof, the Purchaser shall not deal with, let out, encumber, transfer or alienate the said Unit or his rights under this Agreement without the consent in writing of the Vendors first had and obtained in writing **Provided That** the Purchaser may transfer or alienate the said Unit or his rights under this Agreement with the consent in writing of the Vendor (which consent the Vendors may refuse to grant without assigning any reason whatsoever) after expiry of a period of 12 (twelve) months from the date hereof ("Lock-in Period") and that too only after the Purchaser having made payment of the entirety of all amounts payable hereunder to the Vendors and not being in default in observance of his obligations under this Agreement **Provided Further That** the Purchaser shall be liable for payment to the Vendors of a fee / charge calculated @Rs.100/= (Rupees one hundred) only per Square Foot of the Chargeable Area of the said Unit or such other fee / charge as may be decided and/or made applicable from time to time by the Vendors in their absolute discretion for such transfer or alienation **And Subject Nevertheless To** the following terms and conditions:

- i) The Vendors shall consent to such nomination transfer or alienation only upon being paid the fee / charge as aforesaid;
- ii) Any such nomination assignment transfer or alienation shall be subject to the terms conditions agreements and covenants contained hereunder and on the part of the Purchaser to be observed fulfilled and performed;
- iii) The Purchaser shall have previously informed the Vendors in writing of the full particulars of such nominee / transferee;
- iv) Under no circumstances, the Purchaser shall be entitled to let out the said Unit before possession of the said Unit is delivered to the Purchaser in terms hereof and the Purchaser having duly made payment of all amounts payable hereunder and having duly complied with all the Purchaser's obligations hereunder.

- 5.1 It is clarified that any change in the control or ownership of the Purchaser (if being a Company or a partnership or an LLP) shall come within the purview of such nomination / assignment / transfer and be subject to the above conditions.
6. **EXTRAS AND DEPOSITS** : In addition to the consideration payable by the Purchaser to the Vendors as stated hereinabove, the Purchaser shall, before the Date of Commencement of Liability or earlier on demand, pay to the Vendors:
- i) Full costs charges and expenses, for making any additions or alterations and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the said Unit in excess of those specified herein and proportionate share of those costs charges and expenses for providing any additional or extra common facility or utility to the Co-owners in the said Building in addition to those mentioned herein, payable before the work is commenced by the Vendors. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit and/or the Common Areas and Installations ultimately resulting in delay in the delivery of possession of the said Unit by the Vendors to the Purchaser, the Vendors shall not be liable for any interest damages compensation etc., that may be suffered by the Purchaser thereby.
 - ii) Betterment fees, development charges and other levies taxes duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be and the same shall be paid by the Purchaser within 7 days of the demand being made by the Vendors.
 - iii) Pay to the Vendors the Electrical & Generator Charges calculated at the rate of Rs. 100/- (Rupees One Hundred Only) only per Square Foot of the Chargeable Area of the said Unit. Additionally, the Purchaser shall also be liable for payment of service tax on such amount.
 - iv) The full amount of Security Deposit and other costs payable to electricity authorities for obtaining direct electric meter in respect of the said Unit and proportionate share of the total amount of Security Deposit and other costs payable to the electricity authorities for the electric meter/s for maintenance lighting running and operating common areas and installations. It is clarified that the obligation of obtaining direct electric meter in respect of the said Unit shall be that of the Purchaser.
 - v) All stamp fees and registration fees on execution and registration of this agreement and of the sale deed and other documents to be executed and/or registered in pursuance hereof **and** also all statutory charges payable therefor including the charges of the copywriter for copying of such documents and expenses incidental to registration. The Purchaser is aware that stamp duty on this agreement is payable on ad-valorem basis on the

market value of the said Unit and the Vendors shall as and when called upon by the Purchaser, be present for registration and admittance of their signatures.

vi) Make payment of the fees and/or legal charges of the Advocates for preparation of this Agreement and the Sale Deed to be executed in pursuance hereof, which shall be Rs. 20000/- (Rupees Twenty Thousand only) out of which Rs. 10000/- (Rupees Ten Thousand only) shall be paid by the Purchaser to the said Advocates at or before the execution hereof and the balance Rs. 10000/- (Rupees Ten Thousand only) on or before the Date of Commencement of Liability or the date of execution of the sale deed in respect of the said Unit, whichever be earlier. In addition to the said fees, the Purchaser shall also be liable for payment of service tax thereon, if and as applicable.

vii) Works Contract (Sales) Tax, Service Tax, Vat and other government taxes duties levies and impositions, as applicable from time to time.

6.1 The Purchaser shall deposit and/or keep deposited with the Vendors and/or the Maintenance In-charge the following sums of money against the respective heads hereinbelow mentioned, to remain in deposit with the Vendors and/or the Maintenance In-charge and in the event of any default by the Purchaser in making payment of the municipal and other rates taxes and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) within the due dates and in the manner mentioned hereunder, the Vendors and/or the Maintenance In-charge in their sole discretion and without prejudice to the other rights and remedies available to the Vendors and/or the Maintenance In-charge, be entitled to meet out of the said deposit the amount/s under default.

- i) A sum calculated @Rs. 30/- (Rupees Thirty only) only per Square foot of the Chargeable Area of the said Unit towards rates and taxes in respect of the said Unit;
- ii) A sum calculated @Rs. 60/- (Rupees Sixty only) only per Square foot of the Chargeable Area of the said Unit towards maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written);

6.2 Unless otherwise expressly so mentioned, all the said amounts specified in clauses 6 and 6.1 hereinabove shall be paid and/or deposited by the Purchaser with the Vendors and/or the Maintenance In-Charge, as the case may be, before the Date of Commencement of Liability or on demand, whichever be earlier. This shall not however prejudice the Vendors' and/or the Maintenance In-Charge's right to claim or realise the said amounts thereafter in case the

liability arises or accrues thereafter or if the Vendors deliver possession of the said Unit without claiming and/or receiving the same and/or otherwise.

- 6.3 Any payment and/or deposit to be made by the Purchaser hereunder shall not carry any interest.
7. **MANAGEMENT, MAINTENANCE AND MAINTENANCE COMPANY:** As a matter of necessity, the Purchaser, in using and enjoying the said Unit and the Common Areas and Installations binds himself and covenants to observe fulfil and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Maintenance In-Charge from time to time for the quiet and peaceful use enjoyment and management of the said premises and in particular the Common Areas and Installation and other common purposes and in particular those mentioned in the Draft Complex Management Agreement annexed hereto.
- 7.1 The Purchaser shall regularly and punctually pay to the Maintenance In-Charge, with effect from the Date of Commencement of Liability, the amounts expenses and outgoings as are mentioned and contained in the Draft Complex Management Agreement including, inter alia, the following:
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to the South Dum Dum Municipality Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall (if so directed by the Vendors) pay and/or deposit in the Suspense Account of the South Dum Dum Municipality proportionate share of all such rates and taxes assessed on the Premises or pay the same to the Vendors as the Vendors may direct. The Purchaser shall also be liable for payment of proportionate share of land revenue and khajana payable in respect of the said Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building or the said Premises as a whole and whether demanded from or payable by the Purchaser or the Vendors and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Purchaser for his Unit, the Vendors and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in the said Unit from their own existing sources and the Purchaser shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In-charge shall be liable to pay the same to the supplier thereof.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that allotted to the said Unit by the Vendors at its discretion at the time of delivery of possession of the said Unit in terms hereof) from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Vendors or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. 3/- (Rupees Three only) only per square foot per month of the Chargeable Area of the said Unit. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
 - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- 7.2 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the building earmarked for the said Unit.
- 7.3 The Vendors shall at their own discretion cause formation of the Maintenance Company for the purpose of taking over charge of the acts relating to the Common Purposes and for the purpose of maintenance and management of the said building and the premises and in particular the common areas and installations, having such rules regulations and restrictions as be deemed proper and necessary by the Vendors.
- 7.4 With effect from the Date of Commencement of Liability, the Purchaser agrees and covenants to become member and/or shareholder, as the case may be, of the Maintenance

Company, upon its formation, without raising any objection whatsoever and purchase and acquire such number of shares in the Maintenance Company as be deemed necessary and expedient by the Vendors and also abide by all the rules regulations restrictions and by-laws as be framed and/or made applicable by the Vendors and/or the Maintenance Company for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance Company and to do all the necessary acts deeds and things. The voting rights of the Purchaser in the Maintenance Company and also in all matters related to the common purposes shall be in the proportion in which the Chargeable Area of the said Unit may bear to the Chargeable Area of all the units in the building.

- 7.5 As on date, the Vendors intend to enter into an agreement with the Maintenance Company, upon its formation, on the lines of Draft Complex Management Agreement annexed hereto laying down therein the terms conditions covenants and restrictions for maintenance management user and enjoyment of the said building and the premises and in particular the common areas and installations, and the Purchaser agrees and covenants abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Vendors on the one hand and the Maintenance Company on the other hand and the same is and shall be deemed to be a covenant running with land. The Purchaser also confirms that the Purchaser has seen and inspected the said Draft Complex Management Agreement and has fully satisfied himself with regard thereto and agrees and covenants to abide by the terms conditions covenants and restrictions contained in the said Draft Complex Management Agreement.
- 7.5.1 For compliance of all or any of the obligations of the Purchaser contained in clauses 7.4 and 7.5 hereinabove, the Purchasers (jointly and/or severally in case of Purchasers being more than one) doth hereby appoint the Vendors jointly and/or severally as his / her / its / their constituted attorney/s.
- 7.6 Till the time of formation of the Maintenance Company and its taking over the charge of the acts relating to the Common Purposes, the Vendors or any of them and/or any person or persons nominated, appointed and/or authorised by the Vendors shall be the Maintenance In-charge and look after the common purposes and the Purchaser undertakes to regularly and punctually pay to the Vendors and/or any person or persons nominated, appointed and/or authorised by the Vendors the maintenance charges and other amounts payable by the Purchaser hereunder.
- 7.6.1 So long the Vendors or any of them and/or any person or persons nominated, appointed and/or authorised by the Vendors is the Maintenance In-charge, the Purchaser shall not hold the Maintenance In-charge liable for rendering any accounts or explanation of any expenses

incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Vendors and/or any person or persons nominated, appointed and/or authorised by the First Parties responsible to furnish any accounts, vouchers, bills, documents etc., in any manner and the Purchaser as well as the Maintenance Company shall remain liable to indemnify and keep indemnified the Vendors and/or any person or persons nominated, appointed and/or authorised by the Vendors for all liabilities due to non-fulfilment of their respective obligations contained herein by the Purchaser and/or the Maintenance Company.

- 7.7 Upon formation of the Maintenance Company and upon sale of all the units in the building belonging to the Vendors or earlier at the sole discretion of the Vendors, the Vendors and/or any person or persons nominated, appointed and/or authorised by the Vendors shall transfer to the Maintenance Company all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Vendors hereunder or so intended to be or so desired by the Vendors hereafter) whereupon only the Maintenance Company shall be entitled thereto and obliged therefor. All reference to the Vendors and/or any person or persons nominated, appointed and/or authorised by the Vendors herein with regard to the common purposes shall thenceforth be deemed to be reference to the Maintenance Company.
- 7.7.1 At the time of handing over the charge to the Maintenance Company, the Vendors and/or any person or persons nominated, appointed and/or authorised by the Vendors shall also transfer the residue then remaining of the deposit made by the Purchaser under clause 6.1 hereinabove after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Maintenance Company to the account of the Co-owners respectively for the purpose thereof and the Purchaser and the other parties hereto and the Maintenance Company shall remain liable to indemnify the Vendors for all liabilities due to non fulfilment of their respective obligations by the Purchasers and/or the Association and also for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the said premises by the Maintenance Company (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the said premises).
- 7.7.2 Furthermore, with effect from date of formation of the Maintenance Company and its taking charge of the acts relating to the common purposes, all the employees of the Vendors having appointment as on such date for the common purposes such as watchmen, security men, caretaker, sweeper, etc., shall be employed and/or absorbed by the Maintenance Company with continuity of service with effect from such date.

- 7.8 In case due to any reason whatsoever, the formation of Maintenance Company becomes unfeasible or not practicable or impossible, then the Vendors may award the job of Maintenance In-charge to any third person or party under any contract or agreement or otherwise and on such terms and conditions as the Vendors may agree with such person or party and the Purchaser shall abide by and honour the same and the same shall be deemed to be a covenant running with land.
8. **PURCHASER'S ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:** The Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the building or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the building or the said premises or the sale or transfer of the other Units in the building is in any way interrupted or hindered or impeded with and if due to any act or deed of the Purchaser, the Vendors are restrained from construction of the Building and/or transferring and disposing of the other units therein then and in that event without prejudice to such other rights the Vendors may have, the Purchaser shall be liable to compensate and also indemnify the Vendors for all pre-determined losses damages costs claims demands actions and proceedings suffered or incurred by the Vendors.
- 8.1 The Purchaser shall not be entitled to ask, demand or seek delivery of possession of the said Unit so long the Purchaser has not paid, in full, the consideration and other amounts and deposits agreed to be paid hereunder or is in default in performing any of his obligations and covenants herein contained.
- 8.2 Save the said Unit, the Purchaser shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or the lawns / gardens / greens /open spaces at the said premises.
- 8.2.1 Without prejudice to the aforesaid, in particular the Purchaser admits and acknowledges the fact that certain flats may have the exclusive open terraces / roofs attached to their respective flats and shall have exclusive right of user of the same independent of all others, and the Purchaser shall have no claim nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in manner whatsoever or howsoever.
- 8.3 The Purchaser shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the South Dum Dum Municipality.

9. **DEFAULTS:** The Purchaser shall pay interest @18% per annum on all sums becoming due hereunder and which the Purchaser fails to pay to the Vendors within the period stipulated hereunder for the period during which the Purchaser remains in default. This will be without prejudice to the other rights of the Vendors hereunder. The Vendors shall have the discretion to waive and/or reduce the interest payable as aforesaid.
- 9.1 In case the Purchaser commits default in making payment of the consideration mentioned herein or in observing his covenants herein within time then in such event, this agreement shall at the option of the Vendors stand terminated and rescinded and the Vendors shall become entitled to enjoy and/or transfer the said Unit to any person without in any way becoming liable to the Purchaser and upon the Vendors having entered into a contract for sale of the said Unit with any new buyer or buyers, the Vendors shall refund to the Purchaser the earnest money paid by the Purchaser to the Vendors after deduction of a sum equivalent to 25% (twenty-five percent) thereof as and by way of pre-determined compensation/liquidated damages.
- 9.2 In case the Vendors condones the default of the Purchaser then in such event, the Purchaser shall, alongwith such dues and/or arrears, pay interest at the rate mentioned in clause 9 hereinabove for the period of default on all amounts remaining unpaid and nonetheless in addition thereto it is expressly agreed and declared that the period stipulated in **PART-III** of the **THIRD SCHEDULE** hereunder written for construction of the said Unit by the Vendors shall stand automatically extended by such period of default by the Purchaser.
- 9.3 In case the Purchaser duly and punctually complies with and/or is ready and willing to comply with all his obligations hereunder and the Vendors fail to construct the said Unit within the period stipulated in **Part-III** of the **Third Schedule** hereunder written, then the Vendors shall be allowed automatically an extension of 6 (six) months whereof without being liable for any penalty or interest during such extended period and in case of failure on the part of the Vendors to construct the said Unit even within such extended period then and only in such event-
- (i) the Purchaser shall have the option either to claim interest @9% per annum from the Vendors on the amount of consideration paid by the Purchaser to the Vendors till then arising from the date of expiry of the period of construction and the extension thereof till the date of delivery of possession of the said Unit to the Purchaser;

or in the alternative

- (ii) to terminate the contract and claim refund of the amount of consideration paid by the Purchaser to the Vendors till then alongwith accrued interest as aforesaid, if any.
10. **FORCE MAJEURE** : The giving of possession of the said Unit by the Vendors to the Purchaser and the compliance of all other obligation by the Vendors shall nevertheless be subject to the Vendors not being prevented by force majeure and storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body and any other reason beyond the Vendors' control shall be included in force-majeure for such purposes.
11. **RIGHTS OF VENDORS**: Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:
- (a) The Vendors shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Purchaser under this Agreement) in such manner as the Vendors shall in their absolute discretion think fit and proper.
 - (b) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Vendors and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
 - (c) Save the said Unit the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said premises and the Vendors shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendors, in their absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendors exclusively.
 - (d) It is expressly agreed understood and clarified that at any time hereafter, the Vendors shall be absolutely entitled to enter into any agreement or arrangement

with the owners and/or co-owners of adjoining properties on such terms as be agreed by and between the Vendors and the owners of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Vendors and the proportionate share of the Purchaser in the common areas and installations may stand varied owing to such additional land / development and the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendors on account thereof and furthermore the Purchaser shall fully co-operate with the Vendors and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendors.

- (e) The Vendors may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.
- (f) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendors shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Buildings / Wings and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Vendors in their absolute discretion may think fit and proper and the Purchaser's share in the Land comprised in the said Premises and also in the Common Areas and Installations shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be

subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendors on account thereof and furthermore the Purchaser shall fully co-operate with the Vendors and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendors.

(g) Divided and demarcated 50% (fifty percent) of the Roof or Roofs of the Building/s, including the parapet walls and the room(s) / space on the stair-cover, shall be excepted and reserved unto and to the Vendors and shall belong exclusively and absolutely to the Vendors and the Vendors shall have the exclusive right to make construction, addition and/or alteration (including to set up / install roof garden/s, cooling plants and towers, V-Sat, Dish or other Antennas at the same or any part thereof) of any nature as permissible under the law thereon and to connect and/or replace all common installations facilities and utilities in and for the premises to the same for such construction or otherwise and to use, enjoy, hold, sell, grant, let out, lease out, transfer or otherwise part with the same with or without any construction and in any manner, to any person or persons and on such terms and conditions as the Vendors may in their sole discretion think fit and proper and realise and appropriate all sale proceeds rents profits etc., without any objection or hindrance from the Purchaser. The remaining divided and demarcated 50% (fifty) percent of the Roof or Roofs of the Building/s shall be meant for common use and enjoyment of the Co-owners. The Reserved Roof/s of the Vendors and the Common Roof/s shall be demarcated prior to completion of sale of the said Unit in favour of the Purchaser;

(h) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendors shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Wings or any part thereof on such terms and conditions as the Vendors may in their sole discretion think fit and proper without any objection or hindrance from the Purchaser, and the Purchaser hereby consents to the same;

12. **MISCELLANEOUS:** The Purchaser shall have no connection whatsoever with the purchasers / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Vendors for

fulfilment of the Purchaser's obligations and the Purchaser's obligations and the Vendors' rights shall in no way be affected or prejudiced thereby.

- 12.1 The properties and rights hereby agreed to be sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 12.2 If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Building as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser proportionately or wholly as the case may be within 7 days of a demand being made by the Vendors without raising any objection thereto.
- 12.3 The Vendors may already have mortgaged and/or created charge on the said Premises and shall be at liberty to further mortgage and/or create charges in respect of the said Premises or any part thereof and the Purchaser hereby consents to the same. At the time of execution of the deed of conveyance / transfer in terms hereof, the Vendors, as applicable, assure to have the said Unit released from any such mortgage and/or charge with intent that the Purchaser, subject to his making payment of all the amounts payable hereunder or otherwise and complying with his other obligations herein, will be acquiring title to the said Unit free of all such mortgages and charges created by the Vendors.
- 12.4 For the purpose of facilitating the payment of the consideration, the Purchaser shall be entitled to apply for and obtain financial assistance from recognised banks and/or financial institutions. In the event of the Purchaser obtaining any financial assistance and/or housing loan from any bank and/or financial institution, the Vendors shall be entitled and are hereby authorised by the Purchaser to act in accordance with the instructions of the bank and/or financial institution in terms of the agreement between the Purchaser and the Bank and/or financial institution, SUBJECT HOWEVER the Vendors being assured of all amounts being receivable for sale and transfer of the said Unit and in no event the Vendors shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser/s from such bank and/or financial institution.
- 12.5 As soon as the said building is constructed, the Maintenance In-charge shall insure the same at the said premises with any general insurance company and obtain insurance policy covering the liability of any loss or death caused by any defect on the part of the Vendors in the land and Building. Such policy shall cover the risks extending not less than 90% of the estimated value of only the said Building (and not the land) and cover for five years from the

date of possession of the last of the units in the said Building. The Maintenance Company, upon its formation, shall be named as beneficiary by the Vendors under such policy of insurance, to which the Purchaser hereby expressly consents.

- 12.6 In case upon completion of construction of the said Unit the Chargeable Area thereof varies then the amounts payable hereunder by the Purchaser to the Vendors towards consideration money, deposits and/or otherwise (wherever such deposits and other amounts are payable on the basis of the Chargeable Area comprised in the said Unit) shall also vary at the rates specified herein and otherwise proportionately.
- 12.7 This Agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both parties. The Purchaser acknowledges upon signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendors or their agents, servants or employees other than what is specifically set forth herein.
- 12.8 Any delay or indulgence by the Vendors in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Vendors.
- 12.9 The building shall bear the name “KSHITIJ” unless changed by the Vendors from time to time at their absolute discretion.
- 12.10 The paragraph headings do not form a part of the agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.
13. **ARBITRATION:**
- (a) **Disputes to be settled by Arbitration:** Any dispute, controversy or claims between the parties hereto arising out of or relating to this Agreements or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (b) **Arbitral Tribunal:** The arbitral tribunal shall be composed of a Sole Arbitrator namely Mr. Nirupam Saraogi, Advocate of No.7B Kiran Shankar Roy Road, Kolkata 700001 or any person nominated by him.

- (c) **Place of Arbitration:** The place of arbitration shall be Kolkata and any award made whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata.
- (d) **Language and Applicable Law:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The Arbitrator shall not be obliged to follow any procedural law and shall be entitled to set up its own procedure.
- (e) **Award Final and Binding:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties hereto and the Parties shall be entitled (but not obliged) to enforce the award. Such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (f) **Summary Proceedings and Interim Awards:** The Arbitrator shall have the right to proceed summarily and to make interim awards.
14. **JURISDICTION:** Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court alone shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.
15. **NOTICE:** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

All That the present municipal Premises No.130 Rishi Bankim Chandra Road (holding No.184 Rishi Bankim Chandra Road), under the South Dum Dum Municipality, Police Station-Dum Dum, Kolkata 700 028 containing a land area of 5 (five) Bighas 12 (twelve) Cottahs 9 (nine) Chittacks 28 (twenty-eight) Square Feet more or less, comprised in C.S. & R.S. Dag Nos.10 and 11 (L.R.Dag Nos.65 and 66), recorded in Previous Khatian No.178 (L.R.Khatian Nos.1816, 755, 1366 and 1335), in Mouza Dum Dum House, J L No.19 in the District of North 24-Parganas, and butted and bounded as follows:

On the North : Partly by R.B.C. Road and partly by Premises No. 130A and 130B R.B.C. Road;
 On the South : By Premises No. 53/106, 51/2, 140 R.N. Guha Road;
 On the East : By Premises No. 59,69 and 82 R.B.C. Road;
 On the West : By 156, 151/15, and 151/16 R.B.C. Road;

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Unit)

ALL THAT Flat bearing No. ___ containing a **built-up area of _____ Square Feet** more or less on the ___ **Floor** of the **Wing-**___ of the Building at the said Premises described in the **First Schedule** hereinabove written **WITH** Exclusive Right to use the Open Private Terrace/s adjoining the said Flat containing an area of **NIL sft. WITH** Exclusive Right to use the divided and demarcated portion of the top roof of the building above the said Flat containing an area of **NIL sft. TOGETHER WITH** proportionate undivided share in the Common Areas and Installations. The total carpet area and/or chargeable area of the said flat is _____ **Square Feet** more or less.

TOGETHER WITH the right to park _____ motor car(s) at such place in the ___ compound of the said Premises as be decided and earmarked by the Vendors in their absolute discretion at the time of completion of sale in terms hereof.

TOGETHER WITH the right to park _____ medium sized motor car(s) at such _____ parking spaces in or portions of the Building as be decided and earmarked by the Vendors in their absolute discretion at the time of completion of sale in terms hereof.

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

(Common Areas and Installations)

1. Entrance and exit gates of the premises.
2. Paths passages and open spaces in the building / premises other than those intended to be reserved for parking of motor cars marked by the Vendors for use of any Unit/Owner.
3. Entrance lobby in the ground floor of the building.
4. Driveways in the ground floor and parking floors of the premises.
5. Staircase including landing on all the floors of the said building upto top floor.
6. Lifts and lift machine room.
7. 50% (fifty percent) of the top roof/s of the Building/s, to be identified and demarcated by the Vendors as elsewhere herein mentioned.

8. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said unit to the extent allocated to the owners herein and/or in the other Units during power failure and generator room in the ground floor of the building complex.
9. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor.
10. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different units.
11. Underground water reservoir for domestic water with a pull on pumps installed thereat.
12. Waste water and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
13. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
14. Community Hall, Gym Room, Entertainment Area, , Games Room, Landscaped garden, Children Play Area.
15. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Boundary walls.
17. Fire fighting system/control room.
18. Sewage Treatment Plant, Water Treatment Plant.

PART-II

(Fittings fixtures and amenities to be provided in the said Unit)

Walls	Conventional brickwork
Wall finish	Interior- Plaster of Paris: Exterior combination of superior quality cement/textured paints.
Flooring	1) Vitrified tiles in all bedrooms, living/dining. 2) Kitchen/Toilet flooring to be made with anti-skid ceramic tiles.
Kitchen	1) Kitchen platform to be made of granite. 2) Dado of ceramic tiles, upto a height of two feet from the platform. 3) Stainless steel sink
Toilet	1) Standard ceramic tiles on the wall upto 7'height. 2) Reputed brands of good quality sanitary ware and CP fittings.

	3) 4)	Concealed plumbing and pipe work. Provision for geyser.
Doors	1) 2) 3)	Door frame made of timber. Flush Solid core/Panel doors. Lock of stainless steel/brass.
Windows		Fully glazed aluminium windows.
Electrical	1) 2) 3)	Provision for adequate light points Modular Switches. Provision of TV & Telephone lines in all Bedrooms and Living/Dining area.
Common Lighting		Overhead illumination for compound and street lighting inside the complex.
Wiring		Concealed copper wiring for electricity, telephone and television.
Air-Conditioning		Provision for air-conditioning in all bedrooms.
Amenities	1) 2) 3) 4)	Two Lifts per tower. Intercom facility. Fire fighting equipment and extinguishers as required by law. Adequate standby generator for common areas, services and apartments.

PART-III

(Period of construction of Unit)

The Unit described in the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within **31/12/2018 with a grace period of 9 months.**

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Buildings Tax, Water Tax, land revenue, khajana and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Consideration)

The consideration payable by the Purchaser to the Vendor(s) for sale of the said Unit shall be as follows:-

Total consideration for the property / rights agreed to be transferred and/or granted under this agreement as mentioned in the **Second Schedule** hereinabove written...

Rs. 00000000.00 (Rupees _____ Only)

Note-1:

Service Tax as applicable from time to time shall also be paid by the Purchaser to the Vendors.

Note-2:

All payments to be made by the Purchaser to the Vendors shall be by cheques / pay orders / demand drafts drawn in the name of "**BKS INFRAPROJECTS LLP**".

PART-II

(Instalments)

The amount mentioned in **PART-I** of this **SCHEDULE** hereinabove shall be paid by the Purchaser to the Vendors in instalments as follows:

Events	Percentage
Booking Amount (Min - Rs. 5 Lacs)	

On Execution of Sale Agreement	15%
On Completion of Piling of the Block booked	10%
On Completion of Foundation of the Block booked	10%
On Completion of 2 nd Floor Casting of the Block booked	10%
On Completion of 5 th Floor Casting of the Block booked	10%
On Completion of 8 th Floor Casting of the Block booked	10%
On Completion of Top Floor Casting of the Block booked	10%
On Completion of brickwork of flat booked	10%
On Completion of flooring of flat booked	10%
On Possession	5%

Electrical and generator charges as calculated in Clause 6(iii) of the agreement shall be payable in full upon the completion of 10th floor casting

**THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)**

- By an Indenture of Conveyance dated 17th March 2012 made between Syamalendu Sengupta, Dibyendu Sengupta, Bharati Sanyal and Monisha Sengupta therein collectively referred to as the Vendors of the one part and the Vendors herein therein collectively referred to as the Purchasers of the other part and registered with the Additional District Sub-Registrar, Cossipore, Dum Dum in Book No.I CD Volume No.7 Pages 4851 to 4889 Being No.03046 for the year 2012, the Vendors herein purchased and acquired **All Those** (i) the **entirety of the then premises / holding No.184** Rishi Bankim Chandra Road containing upon survey and measurement an area of **60 Cottahs** more or less; (ii) divided and demarcated **portion of the then premises / holding No.182** Rishi Bankim Chandra Road containing upon survey and measurement an area of **35 Cottahs 3 Chittacks 6.14 Square Feet** more or less; (iii) divided and demarcated **Southern and South-Eastern portion of the then premises / holding No.181** Rishi Bankim Chandra Road containing upon survey and measurement an area of **5 Cottahs 4 Chittacks 28.66 Square Feet** more or less; (iv)

divided and demarcated **North-Eastern portion of the then premises / holding No.183** Rishi Bankim Chandra Road containing upon survey and measurement an area of **2 Cottahs 12 Chittacks 38.86 Square Feet** more or less; and (v) divided and demarcated **Central and South-Eastern portion of the then premises / holding No.183** Rishi Bankim Chandra Road containing upon survey and measurement an area of **9 Cottahs 4 Chittacks 44.34 Square Feet** more or less, all being contiguous parcels of lands and containing an aggregate area of 5 (five) Bighas 12 (twelve) Cottahs 9 (nine) Chittacks 28 (twenty-eight) Square Feet more or less, absolutely and forever.

2. The said land containing an area of 5 (five) Bighas 12 (twelve) Cottahs 9 (nine) Chittacks 28 (twenty-eight) Square Feet more or less was subsequently reassessed by the South Dum Dum Municipality and the same is presently numbered as municipal Premises No.130 Rishi Bankim Chandra Road (holding No.184 Rishi Bankim Chandra Road) and the same is recorded in the names of the Vendors herein.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED on behalf of
the withinnamed **VENDORS** at **Kolkata** in the
presence of:

BKS INFRAPROJECTS LLP
BANGABHUMI REAL ESTATE PRIVATE LIMITED
GREENTOWN RETAILS PRIVATE LIMITED
KAMALDHAN RESIDENCY PRIVATE LIMITED
PANCHSHREE PROPERTIES PRIVATE LIMITED
MADHUDHAN DEVELOPERS PRIVATE LIMITED
SUBHRASHI HOUSING PRIVATE LIMITED
MANGALSHIV PROMOTERS PRIVATE LIMITED
MANGALVANI PROPERTIES PRIVATE LIMITED
MANGALRASHI BUILDERS PRIVATE LIMITED
GANESHVANI INFRAPROJECTS PRIVATE LIMITED
SUBHVANI CONSTRUCTIONS PRIVATE LIMITED
GREENTOWER TRACOM PRIVATE LIMITED
GOLDTOWN MARKETING PRIVATE LIMITED
GREENCITY TRACOM PRIVATE LIMITED
GALAXY MERCHANTS PRIVATE LIMITED

ALL BY THE PEN OF
BKS INFRAPROJECTS LLP

DIRECTOR
As Their Constituted Attorney

SIGNED SEALED AND DELIVERED by the
withinnamed **PURCHASER** at **Kolkata** in the
presence of:

DATED THIS ___ DAY OF _____ 201__

BETWEEN

BKS INFRAPROJECTS LLP & OTHERS
... VENDORS

AND

MR. _____
MRS. _____
... PURCHASER

Flat No. _____
_____ floor
Wing- _____

SARAOGI & COMPANY
Advocates
7B Kiran Shankar Roy Road
4C Punwani Chambers, 4th Floor
Kolkata # 700 001